



GSA Office of Property Disposal

**Auction**  
U. S. Government Property

# *Albany, GA*

Boyett Village Family Housing Complex, Western Parcel



December 9th, 2004

# Invitation For Bids

**Boyett Village Family Housing Complex  
Western Parcel  
Maple Avenue  
Albany (Dougherty County), GA  
4-N-GA-581B  
78 acres +/-**

## Public Auction:

### Date/Time:

Thursday, December 9th, 2004 at 10:00 a.m.

### Auction Site:

Albany Mall Inn & Suites  
Gardenia Conference Room  
2729 Pointe North Boulevard  
Albany, GA 31721 (229) 446-2001

### Bid Deposit:

**\$50,000 in certified funds or cashier's check payable to the Treasurer of the United States.**

### Terms:

All Cash, As Is. Balance due in 60 Days.

### Inspection:

A GSA representative will be on site for information and tours of the facility:  
Thursday, November 4th, 2004 from 10:00 a.m. to 2:00 p.m.  
Wednesday, November 17th, 2004 from 10:00 a.m. to 2:00 p.m.  
Wednesday, December 8th, 2004 from 10:00 a.m. to 2:00 p.m.

### Site/Building Info

The portion of the Boyett Village Family Housing Complex lying west of Maple Avenue consists of 300 residential units and the following support facilities: community plaza, dependent youth activity facility, racquetball court, swimming pool, and pool house. The 300 residential units are comprised of 115 duplex units and 70 single-family structures.

### Directions:

Take 300 South and exit onto Clark Ave. Turn right on Clark Ave. to North Maple Ave. Turn right on North Maple Ave. to North Carolina Ave. Entrance to the Boyett Village Family Housing Complex will be from the gate on North Carolina Ave.

**For more information, contact Gabriel Head at 404-331-0298 or by email at [gabriel.head@gsa.gov](mailto:gabriel.head@gsa.gov)**

## Legal Description and Utility Statement

A tract of government land located in land lot 198 and land lot 233, First Land District, Dougherty County, Georgia, being more particularly described as follows:

POINT OF BEGINNING being a point on the centerline of Maple Avenue and 80-foot right of way and being the southwest corner of land lot 198 whose coordinates read north 581180.234 and west 2312440.445.

THENCE from the POINT OF BEGINNING run N 8819'18"W a distance of 2174.29 feet;

THENCE N 0152'42" E a distance of 1570.59 feet;

THENCE S 8819'18" E a distance of 2170.29 feet to the center line of said Maple Avenue;

THENCE from the center line of Maple Avenue continue S 0143'57" W a distance of 1570.58 feet to the POINT OF BEGINNING, containing 78 acres more or less.

There is no individual metering for either water, gas, or electric service. The water distribution system is comprised of transite piping, which contains non-friable asbestos. The existing overhead primary power lines at a minimum would have to be modernized to support an upgrade of the existing 60 Amp main. The Water, Gas & Light Commission of Albany will require replacement of the transite piping, the upgrade of the power lines, and a revamping of the gas service to the complex before they will agree to provide utility service to the property. Because the replacement of the transite piping and the modernization of the gas and electrical systems can not be done on a structure to structure basis, they must be done for the entire parcel according to the Water, Gas & Light Commission of Albany. For further information regarding future utility service at the Boyett Village Family Housing Complex, please contact Mr. Larry W. Marchbanks of the Water, Gas, & Light Commission of Albany at 229-883-8330, ext. 611.

# Map of Albany, GA



## **Boyett Village Family Housing Complex Western Parcel Maple Avenue Albany (Dougherty County), GA 4-N-GA-581B 78 acres +/-**

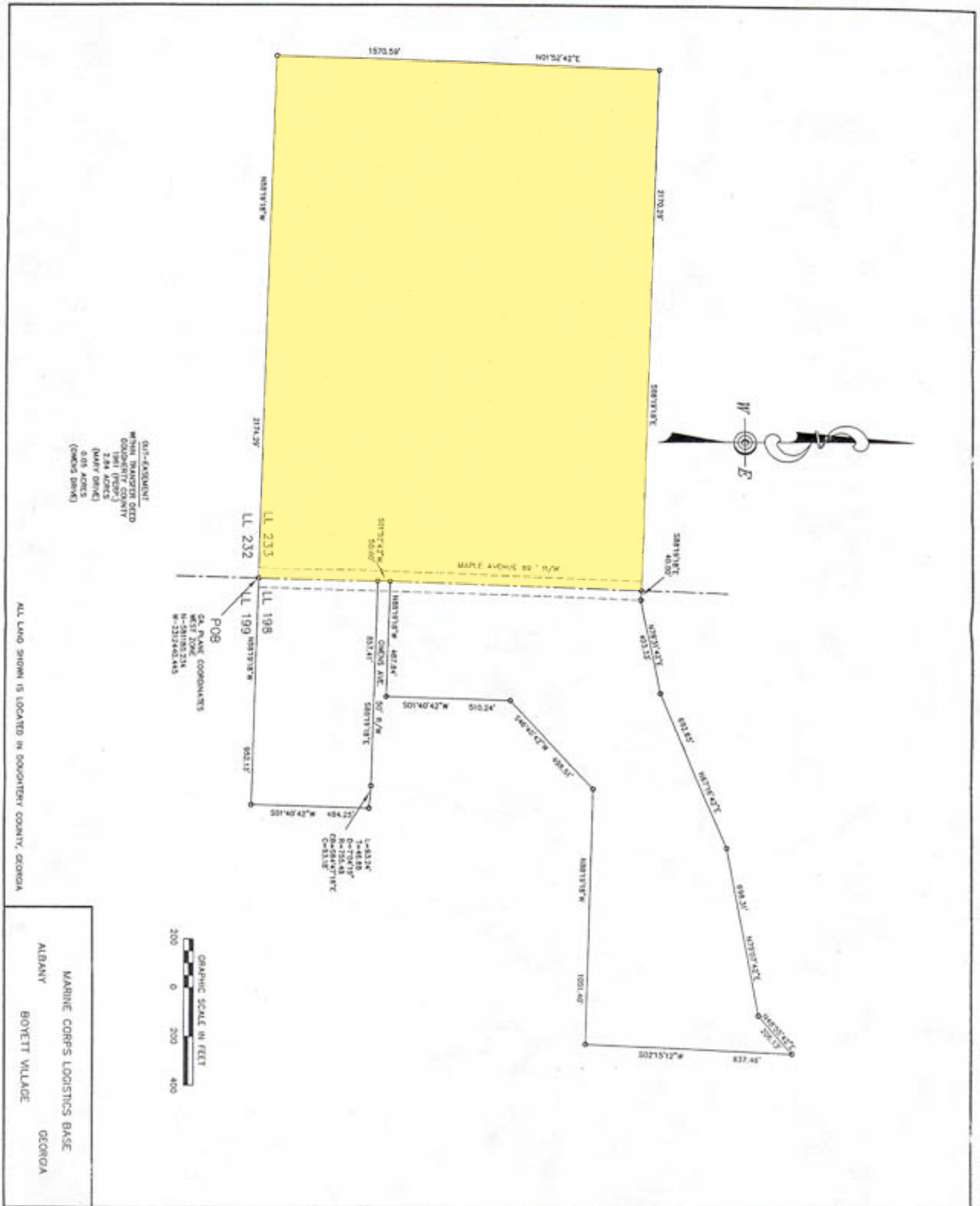
Take 300 South and exit onto Clark Ave. Turn right on Clark Ave. to North Maple Ave. Turn right on North Maple Ave. to North Carolina Ave. Entrance to the Boyett Village Family Housing Complex will be from the gate on North Carolina Ave.



# Plat Map of Western Parcel



Subject Parcel



# Instructions to Bidders

## 1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids"(IFB).

## 2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$50,000 in the form of certified funds or a cashier's check endorsable to the Treasurer of the United States. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

## 3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

## 4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# Terms of Sale

## 1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

## 2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER.

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

## 5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

## 6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

## 7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

## 8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

## Terms of Sale, continued

### 9. Delayed Closing

The Purchaser will pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

### 10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

### 11. Documentary Stamps, Cost of Recording and Adjustments

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and

documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

### 12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

### 13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

### 14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## Special Terms and Conditions

### ASBESTOS

Two areas of confirmed asbestos-containing material have been identified within the housing units at the Boyett Village Family Housing Complex: (1) the black sink undercoating, and (2) the underlayer of 12" x 12" white beige floor tile in the housing units. None of the material is friable and all is in good condition, with little potential for contact or disturbance. Additionally, the potable water mains in Boyett Village are asbestos cement pipe. Although there are no known environmental compliance issues with the piping, the local utility company (Water, Gas & Light Commission of Albany) has indicated that they will not accept asbestos cement pipe in their distribution system.

The purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in the Invitation To Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to GSA Property Disposal Division and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, is successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

## Special Terms and Conditions, continued

### NOTICE OF LEAD-BASED PAINT FOR HOUSING BUILT BETWEEN 1960 AND 1978

IFB Language for Housing Built between 1960 & 1978 which Requires the Government to Prepare a Risk Assessment only.

A. **Lead-Based Paint Hazard Warning.** The Property (including the improvements) that is the subject of this sale was built before 1978 and contains lead-based paint.

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. **Risk Assessment and Inspection.** The Government is preparing a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. The Risk Assessment will identify any Lead-Based Paint hazards. Bidders are encouraged to review this document upon availability and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

C. **Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. **Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet Protect Your Family From Lead in Your Home. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at [www.gsa.gov/pbs/pr/prhome.htm](http://www.gsa.gov/pbs/pr/prhome.htm). GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. **Disclosure Form.** Each bidder must complete and execute the appropriate portions of the form entitled United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.



## Special Terms and Conditions, continued

### **CERCLA Covenant:**

**(A) NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

**(B) CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

**(C) ACCESS.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## NOTES

# Offer To Purchase Government Real Property

## PUBLIC AUCTION

### Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within ninety calendar days after the date of the auction, to purchase the property described as:

#### **Boyett Village Family Housing Complex Western Parcel**

**Maple Avenue**

**Albany (Dougherty County), GA**

**4-N-GA-581B**

**78 acres +/-**

Amount of Bid: \_\_\_\_\_ Bid Deposit: **\$50,000** received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signer's Name & Title (type or print): \_\_\_\_\_

### Certificate Of Corporate Bidder

I, \_\_\_\_\_ certify that I am

\_\_\_\_\_ of the Corporation named as bidder herein,  
(Secretary or other Official Title)

that \_\_\_\_\_ who signed this Offer To Purchase on behalf of the  
(Name)

bidder was then \_\_\_\_\_ of said Corporation; that said  
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Secretary)

\_\_\_\_\_  
(Signature of President/Vice-President)

**CORPORATE SEAL**

U.S. General Services Administration  
PBS, Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 2528  
Atlanta, Georgia 30308-2550  
Official Business  
Penalty for Private Use, \$300

**Public Auction**  
**Thursday December 9th, 2004**  
**10:00 AM**

**Boyett Village Family Housing Complex,**  
**Western Parcel**  
**Maple Avenue**  
**Albany, Dougherty County, GA**  
**78 acres +/-**

**Selling on behalf of the**  
**United States Navy**

*For additional information, please call Gabriel Head at (404) 331-0298  
or email [gabriel.head@gsa.gov](mailto:gabriel.head@gsa.gov)*

*For information and pictures, please check the Property Disposal  
website on the Internet at <http://propertydisposal.gsa.gov/property>*